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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ADR

JOHN CLERKIN and VERONICA MENDEZ,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

MYLIFE.COM INC., JEFFREY TINSLEY,
RACHEL GLASER, W. DWIGHT GORALL,
ARMEN AVEDISSIAN, MICHAEL SOH,
SHARYN ELES, and OAK INVESTMENT
PARTNERS

Defendants.

Case No.

C11-00527

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

COPY

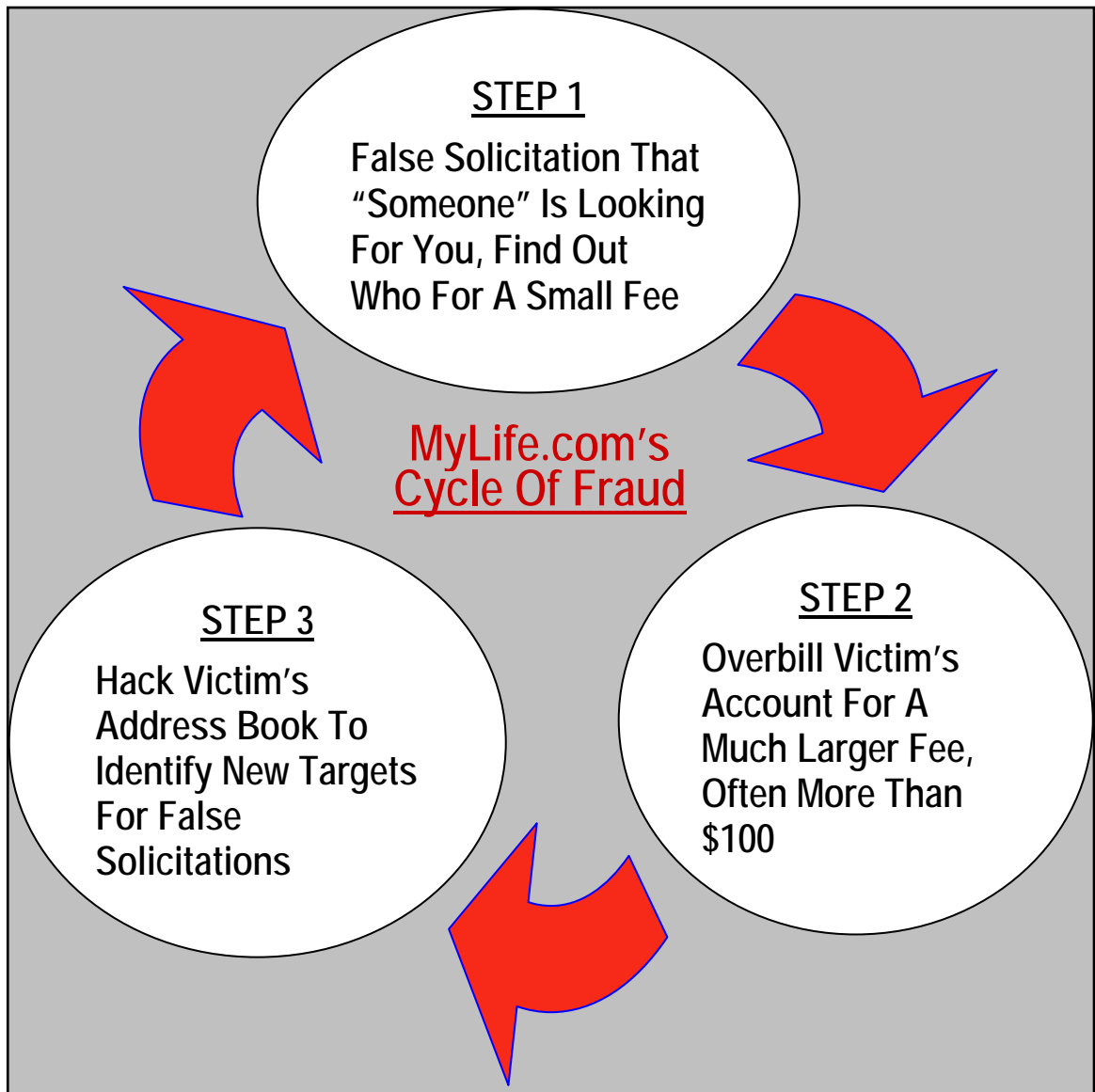
1 Plaintiffs John Clerkin and Veronica Mendez bring this action on behalf of themselves and
2 all others similarly situated against defendant MyLife.com, Inc. (“MyLife”), Jeffrey Tinsley,
3 Rachel Glaser, W. Dwight Gorall, Armen Avedissian, Michael Soh, Sharyn Eles, and Oak
4 Investment Partners. Plaintiffs make the following allegations upon information and belief, except
5 as to allegations specifically pertaining to themselves, which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. MyLife.com is a scam that begins with a false solicitation telling potential victims
8 that “someone” is searching for them, and they can find out who by paying a small fee. If this ruse
9 succeeds in convincing the victim to provide credit card or other payment information for a “free
10 trial period” or a low-price membership (*e.g.*, \$7.95 per month), MyLife then overbills the victim’s
11 credit card for a much larger amount, often more than \$100. In exchange for this payment, MyLife
12 provides access to a list of fake names of people supposedly “searching for you,” together with
13 access to a worthless website that is of no conceivable value to anyone.

14 2. It gets worse. Victims of the ruse then find that MyLife hacks into their address
15 books to target their friends, family and other contacts with spam solicitations stating that
16 “someone” is looking for them. This starts the cycle anew by priming the pump with a fresh crop
17 of victims that MyLife tricks with false solicitations, overbills, and hacks.

18 3. Credit card companies have fielded thousands of complaints about MyLife and its
19 fraudulent billing practices. As a result, some, including Visa and American Express, have
20 designated MyLife as a frequent offender whose charges are inherently suspect. If a customer calls
21 to complain, Visa or American Express will immediately identify MyLife as a frequent offender
22 and issue a credit for the disputed charge. To them, the name MyLife.com is synonymous with
23 billing fraud.



4. Complaint forums on the internet are replete with the narratives of victims, all of whom describe the scam in strikingly similar terms. For example, one victim wrote:

I have been getting emails from MyLife.com for a few weeks telling me that 7 people were searching for me yesterday they sent an email that 14 people were searching for me, I thought it might be some long lost relatives or friends, it said click here to see who is searching for you and I did, then it said I had to put my CC info in to see who was searching for me so I did, I thought I was selecting \$12.95 for a year. I looked at the 14 people searching for me and didn't recognize any of them so then I knew that I had

1 Another victim wrote:

2 Credit Card was billed for a full year \$95, instead of 7.95/mo, made my
3 credit card go over the limit.⁶

4 Another victim wrote:

5 I purchased a one month trial for 5.95. I got my credit card statement today
6 (29th) and their is an additional charge of 191.40, which I have no clue as to
7 what the ***** that is supposed to be for. They give you a phone number but
8 all you get is websites as no wants to talk to me. They are a crooked outfit.⁷

9 Another victim wrote:

10 Tried to order twelve month subscription to mylife.com for 12.95 and I was
11 denied thru my visa because your site tried to charge my card 155.00???
12 Don't know why but will make formal complaint in writing to your
13 mylife.com site.⁸

14 Another victim wrote:

15 I signed up for mylife.com with the understanding that i would be billed
16 7.95.... my credit card was billed 96.00!!!!!! i am unable to reach anyone by
17 phone. I am a single mother an cannot afford this!!! I am near tears. This is
18 not right. This is a CRIME!!!!⁹

19 Another victim wrote:

20 They advertised on TV a free trial period. When I went on line, I filled out
21 my information. After I finished, I noticed a \$9.93 monthly charge. Called
22 immediately, cancelled. I was charged for two months. I called back and
23 they said they had no record of me cancelling. I cancelled again, then
24 reported my credit cards stolen.¹⁰

25 Another victim wrote:

26 I believed this was going to be \$19. My Visa was charged \$191.40. I was
27 only a member for less than one month and am very unhappy about their
28 billing.¹¹

29 Another victim wrote:

30 I mistakenly signed up for an 11.95 trial. They took \$143 plus 2 different
31 times 1 dollar from my debit card. All I had thought I was authorizing was

32 ⁶ See <http://www.consumeraffairs.com/online/mylife.html>.

33 ⁷ *Id.*

34 ⁸ *Id.*

35 ⁹ *Id.*

36 ¹⁰ *Id.*

37 ¹¹ *Id.*

1 the \$11.95. The person I talked with (the bank gave me their phone number)
2 told me I must have not read some small print somewhere on their website.¹²

3 Another victim wrote:

4 I just signed up for what I thought was a year subscription to mylife.com for
5 \$10.97. When I got my confirmation back they had taken \$131.42 out of my
6 account. When I contacted them they refused to refund the full amount and
I'm not at all sure if any of it will be refunded. I have contacted the Attorney
General what else can I do?¹³

7 Another victim wrote:

8 "MyLife" used a falsified message from a friend on FaceBook
9 recommending them, with a link to their enrollment page. I enrolled for a
10 one year trial for \$10.00; when I recieved email confirmation, the charge to
11 my card was \$138.00. I called immediately and asked to cancel. I was told
canceling would not include a refund, but that I could "reduce" my plan to a
3-month enrollment for \$38.00. I have received no confirmation that this
has occurred. I would like all charges removed from my card and the
membership cancelled. Overcharge of \$128.00. Refusal to refund.¹⁴

12 Another victim wrote:

13 After filling out the required information, a page came up requesting \$3.99
14 for a one year subscription. That didn't sound to bad so I gave them my
credit card number. When the confirmation came through it was for \$71.40.
15 Credit card can't do anything. ...¹⁵

16 Another victim wrote:

17 mylife.com charged my credit card for a full year, in advance, with no
18 verification in e-mail or at the time that they were charging this amount. I
thought I was paying \$12.95 for one month and they charged over \$150. to
19 my card. I didn't find this out until I went to delete the account since it was
useless. Thankfully I only waited two weeks before I decided to cancel.
20 This website is no use to any one seeking to find lost friends and they lie
about their charges to your credit card and when your not expecting a large
charge on your card, that I call fraud.¹⁶

21 Another victim wrote:

22 www.MyLife.com stole my address book when I visited, and sent spam
23 pretending to be from me!¹⁷

24 ¹² *Id.*

25 ¹³ *Id.*

26 ¹⁴ *Id.*

27 ¹⁵ *Id.*

28 ¹⁶ See <http://mylife.pissedconsumer.com/mylife-com-is-a-credit-card-ripoff-company-20101221212570.html>.

¹⁷ See <http://www.consumeraffairs.com/online/mylife.html>.

1 Another victim wrote:

2 This company is a total scam. The emails you receive from this company
3 will scan your address/contacts list and send emails to them. In effect, this
site uses a virus technique to propropagate the email spam.¹⁸

4 Another victim wrote:

5 Watch out for these con men. I should have known better but was fooled by
6 the nice commercial and thought it would be fun to see if anyone is looking
7 for me. Low and behold the minute I deleted the info that I put in, and
8 changed the website, My antivirus, popped up "Intrusion Attempt Blocked"
9 from something called "Protect Guardin". Now I have alerts blocking a
mapping attempt of my harddrive occuring several times and hour on port
135. Several reports are being automatically generated to my antivirus
software company.¹⁹

10 Another victim wrote:

11 This website sent me an email (supposedly from a friend) and when I
12 completed their little questionnaire, they hacked into my email contact list
and sent everyone a message like it was from me (just like the one I received
from my friend - which was a scam, too).²⁰

13 Another victim wrote:

14 This company did not disclose that they could gain access to my personal
15 email account and all email addresses in my computer.²¹

16 5. As the foregoing narratives show, individual victims of the MyLife scam are
17 generally cheated out of roughly \$90 to \$190 at a time. The filing fee to commence a civil action
18 in this court is \$350. Even leaving aside the other expenses and attorneys fees that would
19 necessarily be incurred, it would be economically unfeasible to seek legal redress on an individual
20 basis. The only feasible way for the victims of this scam to seek justice is through a class action.

21 6. Although the amounts at stake for the individual victims are relatively small,
22 MyLife has generated enormous revenues from this scam. On November 23, 2010, MyLife
23 announced that it is now registering more U.S. users per month than LinkedIn and Twitter.²²

24 ¹⁸ See <http://www.complaintsboard.com/complaints/mylifecom-c196991.html>.

25 ¹⁹ See <http://www.complaintsboard.com/complaints/mylifecom-c196991.html?sort=datea&page=2>.

26 ²⁰ See <http://www.sitejabber.com/reviews/www.mylife.com>.

27 ²¹ See <http://www.consumeraffairs.com/online/mylife.html>.

28 ²² See <http://www.prnewswire.com/news-releases/mylifecom-now-registering-more-us-members-than-linkedin-twitter-110145834.html> (accessed January 29, 2011).

1 MyLife registered 2.4 million new members in October 2010, nearly one per second.²³ As of
2 January 2011, MyLife.com claimed to have “more than 62 million members.”²⁴ MyLife does not
3 publicly report its revenues. However, if MyLife scammed each of its 62 million members out of
4 \$90 apiece, the company would have generated more than \$5.5 billion in revenue.

5 **PARTIES**

6 7. Plaintiff John Clerkin is a resident of Contra Costa County, California. In mid-
7 2010, Mr. Clerkin began receiving e-mails from MyLife stating that people were looking for him
8 on MyLife and that he could find out who for free. Mr. Clerkin also saw television advertisements
9 for MyLife around this same time. On or about September 25, 2010, Mr. Clerkin signed up for
10 MyLife’s services at \$21.95 for one month. Shortly after he began using MyLife, Mr. Clerkin
11 discovered that no one he knew was looking for him. Mr. Clerkin then sought to cancel the service
12 and learned that he had been charged \$155.40. Mr. Clerkin demanded a refund, which MyLife
13 initially refused. Eventually, in early October, 2010, MyLife refunded \$104.55 to him. They
14 refused to refund the remaining \$50.85.

15 8. Plaintiff Veronica Mendez is a resident of Sacramento County, California. In early
16 2010, Ms. Mendez received an e-mail from MyLife stating that people were searching for her on
17 MyLife.com. She signed up for a trial subscription with MyLife for \$5.00. Rather than charging
18 her \$5.00, however, MyLife charged her \$60.00. Ms. Mendez also discovered shortly after signing
19 up that no one she knew was actually searching for her. Ms. Mendez subsequently contacted
20 MyLife to cancel the service and demand a refund. MyLife refused to give her any refund.

21 9. Defendant MyLife, Inc. (“MyLife”) operates the website www.mylife.com, and is a
22 Delaware corporation, registered with the California Secretary of State to conduct business in
23 California. MyLife’s principal place of business is in Santa Monica, California.

24 10. Defendant Jeffrey Tinsley, the founder, chairman and CEO of MyLife, Inc., is a
25 resident of the greater Los Angeles area. He describes himself as a “serial internet entrepreneur.”²⁵

26 ²³ See *id.*

27 ²⁴ See <http://www.mylife.com/press-room> (accessed January 28, 2011).

28 ²⁵ See <http://www.mylife.com/ManagementTeam.pub> (accessed January 28, 2011).

1 That's one way to put it. He has been running essentially the same spam-and-scam operations
2 since at least 2002, when he founded the company under the name Reunion.com. The company
3 later operated using the names "Wink.com" and "Classmates.com," before taking on its latest alias,
4 "MyLife.com," in February 2009. False solicitations that "someone" is looking for you have been
5 the core of the business plan for these entities for some time. In October 2008, Classmates.com
6 was sued by customers defrauded by email messages falsely stating that individuals and or past
7 acquaintances were trying to contact them. In February 2009, the company was re-branded as
8 "MyLife.com," which continued with essentially the same business plan, and the same false
9 solicitations that "someone" is trying to contact you. In March 2010, the Classmates.com lawsuit
10 was settled for \$9.5 million. But that was just a drop in the bucket compared to the revenue stream
11 generated by the ongoing scam. So with a fresh new alias, Tinsley and his team of hucksters
12 moved on to defraud a new crop of victims, including plaintiffs John Clerkin and Veronica
13 Mendez, and millions of other similarly situated class members.

14 11. Defendant Rachel Glaser is a resident of the greater Los Angeles area. Ms. Glaser
15 joined MyLife in a dual role as Chief Operating and Financial Officer in April 2008. Ms. Glaser
16 oversees all aspects of the company's financial and accounting functions and additionally is
17 responsible for business operations, customer care, corporate development, investor relations and
18 strategic planning. Ms. Glaser conspired with MyLife, Mr. Tinsley, and others to perpetrate the
19 scam described herein, including the re-branding of the operation from Classmates.com as
20 MyLife.com, as well as the false solicitations, fraudulent billings, and hacking described herein.

21 12. Defendant W. Dwight Gorall is a resident of West Palm Beach, Florida. Mr. Gorall
22 joined MyLife in March 2009 as Vice President of Emerging Business. Mr. Gorall conspired with
23 MyLife, Mr. Tinsley, and others to perpetrate the scam described herein.

24 13. Defendant Armen Avedissian is a resident of the greater Los Angeles area. Mr.
25 Avedissian joined MyLife in December 2009. His responsibilities include technical, business,
26 operational, and organizational cross-functional initiatives and strategies from multi-channel
27 marketing, product, and technology perspectives. Mr. Avedissian conspired with MyLife, Mr.
28 Tinsley, and others to perpetrate the scam described herein.

14. Defendant Michael Soh is a resident of the greater Los Angeles area. Mr. Soh joined MyLife as SVP, Marketing in February 2010. Mr. Soh conspired with MyLife, Mr. Tinsley, and others to perpetrate the scam described herein.

15. Defendant Sharyn Eles is a resident of the greater Los Angeles area. Ms. Eles has been with MyLife from day one and is the Vice President of Marketing Operations while also overseeing general business operations. Ms. Eles conspired with MyLife, Mr. Tinsley, and others to perpetrate the scam described herein.

16. Defendant Oak Investment Partners is a Delaware partnership with offices in Palo Alto, California. Oak Investment Partners is a venture capital firm that provided \$25 million in funding to bankroll the MyLife scam, and conspired with MyLife, Mr. Tinsley, and others to perpetrate the scam described herein.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) because this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of interest and costs, and plaintiffs, as well as most members of the proposed class, are citizens of states different from the state of the defendant.

18. This Court has personal jurisdiction over MyLife because MyLife.com, Inc. is registered with the California Secretary of State to conduct business within California, maintains its headquarters and employees within California, and conducts substantial business within California, such that MyLife has significant continuous and pervasive contacts with the State of California.

19. Venue is proper in this Court under 28 U.S.C. § 1391(b) because MyLife transacts significant business within this District. Venue is also proper in this Court because MyLife's User Agreement provides:

This Agreement is governed by the laws of the State of California, U.S.A., without regard to its conflicts of law provisions; and you hereby consent to the jurisdiction of and venue in the federal and state courts located in San Francisco County, California, U.S.A. in all disputes arising out of or relating to the Service.²⁶

²⁶ See <http://www.mylife.com/user-agreement> (accessed January 28, 2011).

CLASS ACTION ALLEGATIONS

20. Plaintiffs seek to represent a class defined as all persons, worldwide, who purchased services from www.mylife.com, from the date that site commenced operation through the present (hereafter, the “Class”). Excluded from the Class are governmental entities, defendants, defendants’ affiliates, parents, subsidiaries, employees, officers, directors, and co-conspirators. Also excluded is any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

21. Plaintiffs also seek to represent a subclass consisting of all Class members who purchased services from www.mylife.com for personal, family or household purposes (hereafter, the “Consumer Subclass”).

22. Members of the Class and Consumer Subclass are so numerous that their individual joinder herein is impracticable. On information and belief, based on MyLife.com subscriber estimates, members of the Class number in excess of one million. The precise number of Class members and their identities are unknown to plaintiffs at this time but will be determined through discovery of MyLife’s billing records. Class members may be notified of the pendency of this action by mail, email and/or publication.

23. Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. These common legal and factual questions include, but are not limited to:

- a. Whether defendants sent false solicitations telling potential victims that “someone” is searching for them, and they can find out who by paying a small fee.
- b. Whether defendants misrepresented MyLife’s prices and/or placed unauthorized charges on subscribers’ accounts.
- c. Whether MyLife improperly billed plaintiffs and members of the Class and Consumer Subclass for services that it promised but did not provide.
- d. Whether MyLife used false pretenses to hack into or otherwise gain access to the address books of members of the Class and Consumer Subclass.
- e. Whether such conduct violated the CLRA.

1 f. Whether such conduct violated the UCL's unlawful, unfair, and fraudulent and
2 deceptive prongs.

3 g. Whether defendants were unjustly enriched by such conduct.

4 24. Plaintiffs' claims are typical of the claims of the proposed class. Each class member
5 was subjected to the same illegal conduct, was harmed in the same way and has claims for relief
6 under the same legal theories.

7 25. Plaintiffs are adequate representatives of the Class because their interests do not
8 conflict with the interests of the Class members they seek to represent, they have retained counsel
9 competent and experienced in prosecuting class actions, and they intend to prosecute this action
10 vigorously. The interests of Class members will be fairly and adequately protected by Plaintiffs
11 and their counsel.

12 26. The class mechanism is superior to other available means for the fair and efficient
13 adjudication of the claims of Class members. Each individual Class member may lack the
14 resources to undergo the burden and expense of individual prosecution of the complex and
15 extensive litigation necessary to establish defendant's liability. Individualized litigation increases
16 the delay and expense to all parties and multiplies the burden on the judicial system presented by
17 the complex legal and factual issues of this case. Individualized litigation also presents a potential
18 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer
19 management difficulties and provides the benefits of single adjudication, economy of scale, and
20 comprehensive supervision by a single court on the issue of defendant's liability. Class treatment
21 of the liability issues will ensure that all claims and claimants are before this Court for consistent
22 adjudication of the liability issues.

23 27. Unless a class is certified, MyLife will retain monies received as a result of its
24 conduct that were taken from Plaintiffs and proposed Class members. Unless a classwide
25 injunction is issued, MyLife will continue to commit the violations of law alleged, and the
26 members of the Class and the general public will continue to be misled.

COUNT I

(Common Count For Money Had And Received)

28. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

29. This COUNT I is brought against all defendants by Plaintiffs individually, and on behalf of the Class and Consumer Subclass.

30. MyLife.com has improperly billed plaintiffs and Class members for services that it promised but did not provide.

31. As a proximate result of these improper billings, defendants have received monies from plaintiffs and Class members, and defendants have no right thereto.

32. The monies received by defendants from these improper billings belong to plaintiffs and Class members and must be returned to them.

33. Defendants Jeffrey Tinsley, Rachel Glaser, W. Dwight Gorall, Armen Avedissian, Michael Soh, Sharyn Eles, and Oak Investment Partners are each subject to direct liability for this cause of action because each of them personally performed acts causing the improper billings and/or received monies as a result of the improper billings described herein.

34. Defendant Jeffry Tinsley is also personally liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to the Count I, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to the Count I, and providing substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other defendants giving rise to the Count I, (d) for furnishing the means for the accomplishment of the conduct giving rise to the Count I, and (e) for the conduct of Rachel Glaser, W. Dwight Gorall, Armen Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because Tinsley personally authorized or directed his subordinates to commit the conduct described herein.

35. Defendant Rachel Glaser is also personally liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to Count I, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to Count I, and providing substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other

1 defendants giving rise to Count I, (d) for furnishing the means for the accomplishment of the
2 conduct giving rise to Count I, and (e) for the conduct of W. Dwight Gorall, Armen Avedissian,
3 Michael Soh, Sharyn Eles under the theory of respondeat superior, because Glaser personally
4 authorized or directed her subordinates to commit the conduct described herein.

5 36. Defendant W. Dwight Gorall is also personally liable (a) for aiding and abetting
6 MyLife and other defendants to commit the conduct giving rise to the Count I, (b) for conspiring
7 with MyLife and other defendants to commit the conduct giving rise to the Count I, and providing
8 substantial assistance in doing so, (c) for furnishing the means for the accomplishment of the
9 conduct giving rise to the Count I, and (d) for the conduct of Armen Avedissian, Michael Soh,
10 Sharyn Eles under the theory of respondeat superior, because Gorall personally authorized or
11 directed his subordinates to commit the conduct described herein.

12 37. Defendant Armen Avedissian is also personally liable (a) for aiding and abetting
13 MyLife and other defendants to commit the conduct giving rise to Count I, (b) for conspiring with
14 MyLife and other defendants to commit the conduct giving rise to Count I, and providing
15 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
16 conduct giving rise to Count I.

17 38. Defendant Michael Soh is also personally liable (a) for aiding and abetting MyLife
18 and other defendants to commit the conduct giving rise to Count I, (b) for conspiring with MyLife
19 and other defendants to commit the conduct giving rise to Count I, and providing substantial
20 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
21 giving rise to Count I.

22 39. Defendant Sharyn Eles is also personally liable (a) for aiding and abetting MyLife
23 and other defendants to commit the conduct giving rise to Count I, (b) for conspiring with MyLife
24 and other defendants to commit the conduct giving rise to Count I, and providing substantial
25 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
26 giving rise to Count I.

27 40. Defendant Oak Investment Partners is also liable (a) for aiding and abetting MyLife
28 and other defendants to commit the conduct giving rise to Count I, (b) for conspiring with MyLife

1 and other defendants to commit the conduct giving rise to Count I, and providing substantial
 2 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
 3 giving rise to Count I.

4 41. WHEREFORE, plaintiffs seek an order requiring defendants to:

- 5 (a) Pay damages according to proof;
- 6 (b) Immediately cease the improper billing of data pay per use charges;
- 7 (c) Make full restitution of all monies wrongfully obtained; and
- 8 (d) Disgorge all ill-gotten revenues and/or profits.

9 **COUNT II**
 10 **Violation of California's Consumer Legal Remedies Act,**
 11 **California Civil Code §1750, *et seq.***
(Injunctive Relief Only)

12 42. Plaintiffs hereby incorporate by reference the allegations contained in all preceding
 13 paragraphs of this complaint.

14 43. This COUNT II is brought against all defendants by Plaintiffs individually, on
 15 behalf of the Consumer Subclass, against all defendants.

16 44. MyLife violated Civil Code § 1770(a)(2), (3), (5), (9), (14) and (16) by
 17 disseminating false solicitations representing that "someone" is looking for the recipient, and that
 18 information about this "someone" can be obtained from MyLife.com when that is not the case.

19 45. MyLife violated Civil Code § 1770(a)(5), (9), (14) and (16) by misrepresenting the
 20 prices and charges for its services and imposing unauthorized charges on Class members' accounts.

21 46. Plaintiffs and members of the Class and Consumer Subclass have suffered harm as a
 22 result of these violations of the CLRA because they have incurred charges and/or paid monies for
 23 MyLife's purported services they otherwise would not have incurred or paid.

24 47. Defendants Jeffrey Tinsley, Rachel Glaser, W. Dwight Gorall, Armen Avedissian,
 25 Michael Soh, Sharyn Eles, and Oak Investment Partners are each subject to direct liability for this
 26 cause of action because each of them personally performed acts constituting violations of the
 27 CLRA.
 28

1 48. Defendant Jeffry Tinsley is also personally liable (a) for aiding and abetting MyLife
2 and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with MyLife
3 and other defendants to commit the conduct giving rise to Count II, and providing substantial
4 assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other
5 defendants giving rise to Count II, (d) for furnishing the means for the accomplishment of the
6 conduct giving rise to Count II, and (e) for the conduct of Rachel Glaser, W. Dwight Gorall,
7 Armen Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because
8 Tinsley personally authorized or directed his subordinates to commit the conduct described herein.

9 49. Defendant Rachel Glaser is also personally liable (a) for aiding and abetting MyLife
10 and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with MyLife
11 and other defendants to commit the conduct giving rise to Count II, and providing substantial
12 assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other
13 defendants giving rise to Count II, (d) for furnishing the means for the accomplishment of the
14 conduct giving rise to Count II, and (e) for the conduct of W. Dwight Gorall, Armen Avedissian,
15 Michael Soh, Sharyn Eles under the theory of respondeat superior, because Glaser personally
16 authorized or directed her subordinates to commit the conduct described herein.

17 50. Defendant W. Dwight Gorall is also personally liable (a) for aiding and abetting
18 MyLife and other defendants to commit the conduct giving rise to the Count II, (b) for conspiring
19 with MyLife and other defendants to commit the conduct giving rise to the Count II, and providing
20 substantial assistance in doing so, (c) for furnishing the means for the accomplishment of the
21 conduct giving rise to the Count II, and (d) for the conduct of Armen Avedissian, Michael Soh,
22 Sharyn Eles under the theory of respondeat superior, because Gorall personally authorized or
23 directed his subordinates to commit the conduct described herein.

24 51. Defendant Armen Avedissian is also personally liable (a) for aiding and abetting
25 MyLife and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with
26 MyLife and other defendants to commit the conduct giving rise to Count II, and providing
27 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
28 conduct giving rise to Count II.

1 52. Defendant Michael Soh is also personally liable (a) for aiding and abetting MyLife
2 and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with MyLife
3 and other defendants to commit the conduct giving rise to Count II, and providing substantial
4 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
5 giving rise to Count II.

6 53. Defendant Sharyn Eles is also personally liable (a) for aiding and abetting MyLife
7 and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with MyLife
8 and other defendants to commit the conduct giving rise to Count II, and providing substantial
9 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
10 giving rise to Count II.

11 54. Defendant Oak Investment Partners is also liable (a) for aiding and abetting MyLife
12 and other defendants to commit the conduct giving rise to Count II, (b) for conspiring with MyLife
13 and other defendants to commit the conduct giving rise to Count II, and providing substantial
14 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
15 giving rise to Count II.

16 55. On February 1, 2011, prior to the filing of this Complaint, a CLRA notice letter was
17 served on Defendants which complies in all respects with California Civil Code §1782(a).
18 Plaintiffs sent Defendants a letter via certified mail, return receipt requested, advising Defendants
19 that they are in violation of the CLRA and demanding that they cease and desist from such
20 violations and make full restitution by refunding the monies received therefrom. Defendants were
21 further advised that in the event that the relief requested has not been provided within (30) days,
22 Plaintiffs will amend this Complaint to include a request for monetary damages pursuant to the
23 CLRA. A true and correct copy of Plaintiffs' CLRA letter is attached hereto as Exhibit A.

24 56. Wherefore, Plaintiffs presently seek only injunctive relief for these violations of the
25 CLRA.

COUNT III

**Violation of California's Unfair Competition Law ("UCL"),
California Business & Professions Code §§ 17200 et seq.
(Fraudulent and Deceptive Practices)**

57. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

58. This COUNT III is brought against all defendants by Plaintiffs individually, and on behalf of the Class and Consumer Subclass.

59. MyLife violated the fraudulent and deceptive prong of the UCL by disseminating false solicitations representing that "someone" is looking for the recipient, and that information about this "someone" can be obtained from MyLife.com when that is not the case.

60. MyLife also violated the fraudulent and deceptive prong of the UCL by misrepresenting the prices and charges for its services and imposing unauthorized charges on Class members' accounts.

61. MyLife also violated the fraudulent and deceptive prong of the UCL by using false pretenses to hack into or otherwise gain access to the address books of members of the Class and Consumer Subclass.

62. Plaintiffs and members of the Class and Consumer Subclass have suffered harm as a result of these violations of the fraudulent and deceptive prong of the UCL because they have incurred charges and/or paid monies for MyLife's purported services they otherwise would not have incurred or paid.

63. Defendants Jeffrey Tinsley, Rachel Glaser, W. Dwight Gorall, Armen Avedissian, Michael Soh, Sharyn Eles, and Oak Investment Partners are each subject to direct liability for this cause of action because each of them personally performed acts constituting fraudulent and deceptive practices under the UCL.

64. Defendant Jeffry Tinsley is also personally liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to Count III, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to Count III, and providing substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and

1 other defendants giving rise to Count III, (d) for furnishing the means for the accomplishment of
2 the conduct giving rise to Count III, and (e) for the conduct of Rachel Glaser, W. Dwight Gorall,
3 Armen Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because
4 Tinsley personally authorized or directed his subordinates to commit the conduct described herein.

5 65. Defendant Rachel Glaser is also personally liable (a) for aiding and abetting MyLife
6 and other defendants to commit the conduct giving rise to Count III, (b) for conspiring with
7 MyLife and other defendants to commit the conduct giving rise to Count III, and providing
8 substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and
9 other defendants giving rise to Count III, (d) for furnishing the means for the accomplishment of
10 the conduct giving rise to Count III, and (e) for the conduct of W. Dwight Gorall, Armen
11 Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because Glaser
12 personally authorized or directed her subordinates to commit the conduct described herein.

13 66. Defendant W. Dwight Gorall is also personally liable (a) for aiding and abetting
14 MyLife and other defendants to commit the conduct giving rise to the Count III, (b) for conspiring
15 with MyLife and other defendants to commit the conduct giving rise to the Count III, and
16 providing substantial assistance in doing so, (c) for furnishing the means for the accomplishment of
17 the conduct giving rise to the Count III, and (d) for the conduct of Armen Avedissian, Michael Soh,
18 Sharyn Eles under the theory of respondeat superior, because Gorall personally authorized or
19 directed his subordinates to commit the conduct described herein.

20 67. Defendant Armen Avedissian is also personally liable (a) for aiding and abetting
21 MyLife and other defendants to commit the conduct giving rise to Count III, (b) for conspiring
22 with MyLife and other defendants to commit the conduct giving rise to Count III, and providing
23 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
24 conduct giving rise to Count III.

25 68. Defendant Michael Soh is also personally liable (a) for aiding and abetting MyLife
26 and other defendants to commit the conduct giving rise to Count III, (b) for conspiring with
27 MyLife and other defendants to commit the conduct giving rise to Count III, and providing
28

substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct giving rise to Count III.

69. Defendant Sharyn Eles is also personally liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to Count III, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to Count III, and providing substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct giving rise to Count III.

70. Defendant Oak Investment Partners is also liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to Count III, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to Count III, and providing substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct giving rise to Count III.

71. Pursuant to Bus. & Prof. Code Section 17203, Plaintiffs seek an order permanently enjoining defendants from continuing to engage in their unfair and deceptive conduct alleged herein. Plaintiffs also seek and order requiring defendants to:

- (a) immediately cease the conduct described herein;
- (b) make full restitution of all monies wrongfully obtained; and
- (c) disgorge all ill-gotten revenues and/or profits.

COUNT IV

Unlawful Business Practices In Violation Of California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et seq.* (Unlawful Practices)

72. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

73. This COUNT IV is brought against all defendants by Plaintiffs individually, and on behalf of the Class and Consumer Subclass.

74. MyLife violated the unlawful prong of the UCL by violating Civil Code § 1770(a)(2), (3), (5), (9), (14) and (16) as described above.

1 75. Plaintiffs and members of the Class and Consumer Subclass have suffered harm as a
2 result of these violations of the unlawful prong of the UCL because they have incurred charges
3 and/or paid monies for MyLife's purported services they otherwise would not have incurred or
4 paid.

5 76. Defendants Jeffrey Tinsley, Rachel Glaser, W. Dwight Gorall, Armen Avedissian,
6 Michael Soh, Sharyn Eles, and Oak Investment Partners are each subject to direct liability for this
7 cause of action because each of them personally performed acts constituting violations of the
8 unlawful prong of the UCL.

9 77. Defendant Jeffry Tinsley is also personally liable (a) for aiding and abetting MyLife
10 and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring with
11 MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
12 substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and
13 other defendants giving rise to Count IV, (d) for furnishing the means for the accomplishment of
14 the conduct giving rise to Count IV, and (e) for the conduct of Rachel Glaser, W. Dwight Gorall,
15 Armen Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because
16 Tinsley personally authorized or directed his subordinates to commit the conduct described herein.

17 78. Defendant Rachel Glaser is also personally liable (a) for aiding and abetting MyLife
18 and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring with
19 MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
20 substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and
21 other defendants giving rise to Count IV, (d) for furnishing the means for the accomplishment of
22 the conduct giving rise to Count IV, and (e) for the conduct of W. Dwight Gorall, Armen
23 Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because Glaser
24 personally authorized or directed her subordinates to commit the conduct described herein.

25 79. Defendant W. Dwight Gorall is also personally liable (a) for aiding and abetting
26 MyLife and other defendants to commit the conduct giving rise to the Count IV, (b) for conspiring
27 with MyLife and other defendants to commit the conduct giving rise to the Count IV, and
28 providing substantial assistance in doing so, (c) for furnishing the means for the accomplishment of

1 the conduct giving rise to the Count IV, and (d) for the conduct of Armen Avedissian, Michael
2 Soh, Sharyn Eles under the theory of respondeat superior, because Gorall personally authorized or
3 directed his subordinates to commit the conduct described herein.

4 80. Defendant Armen Avedissian is also personally liable (a) for aiding and abetting
5 MyLife and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring
6 with MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
7 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
8 conduct giving rise to Count IV.

9 81. Defendant Michael Soh is also personally liable (a) for aiding and abetting MyLife
10 and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring with
11 MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
12 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
13 conduct giving rise to Count IV.

14 82. Defendant Sharyn Eles is also personally liable (a) for aiding and abetting MyLife
15 and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring with
16 MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
17 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
18 conduct giving rise to Count IV.

19 83. Defendant Oak Investment Partners is also liable (a) for aiding and abetting MyLife
20 and other defendants to commit the conduct giving rise to Count IV, (b) for conspiring with
21 MyLife and other defendants to commit the conduct giving rise to Count IV, and providing
22 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
23 conduct giving rise to Count IV.

24 84. Pursuant to Bus. & Prof. Code Section 17203, Plaintiffs seek an order of this Court
25 permanently enjoining MyLife from continuing to engage in their unfair and unlawful conduct as
26 alleged herein. Plaintiffs also seek an order requiring MyLife to:

27 (a) immediately cease the conduct described herein;

28 (b) make full restitution of all monies wrongfully obtained; and

(c) disgorge all ill-gotten revenues and/or profits.

COUNT V

Unfair Business Practices In Violation Of California's Unfair Competition Law, Business and Professions Code §§ 17200 *et seq.* (Unfair Practices)

85. Plaintiffs hereby incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

86. This COUNT V is brought against all defendants by Plaintiffs individually, and on behalf of the Class and Consumer Subclass.

87. MyLife's conduct, described herein, violated the unfair prong of the UCL because such conduct violated various laws and policies recognized by the California Legislature and the California courts, including without limitation, the CLRA, because the utility of MyLife's conduct is significantly outweighed by the gravity of the harms it imposed on consumers, and because MyLife's business practices described herein are oppressive, unscrupulous or substantially injurious to consumers.

88. Plaintiffs and members of the Class and Consumer Subclass have suffered harm as a result of these violations of the unfair prong of the UCL because they have incurred charges and/or paid monies for MyLife's purported services they otherwise would not have incurred or paid.

89. Defendants Jeffrey Tinsley, Rachel Glaser, W. Dwight Gorall, Armen Avedissian, Michael Soh, Sharyn Eles, and Oak Investment Partners are each subject to direct liability for this cause of action because each of them personally performed acts constituting violations of the unfair prong of the UCL.

90. Defendant Jeffry Tinsley is also personally liable (a) for aiding and abetting MyLife and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with MyLife and other defendants to commit the conduct giving rise to Count V, and providing substantial assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other defendants giving rise to Count V, (d) for furnishing the means for the accomplishment of the conduct giving rise to Count V, and (e) for the conduct of Rachel Glaser, W. Dwight Gorall,

1 Armen Avedissian, Michael Soh, Sharyn Eles under the theory of respondeat superior, because
2 Tinsley personally authorized or directed his subordinates to commit the conduct described herein.

3 91. Defendant Rachel Glaser is also personally liable (a) for aiding and abetting MyLife
4 and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with MyLife
5 and other defendants to commit the conduct giving rise to Count V, and providing substantial
6 assistance in doing so, (c) under an agency theory for the conduct of MyLife.com and other
7 defendants giving rise to Count V, (d) for furnishing the means for the accomplishment of the
8 conduct giving rise to Count V, and (e) for the conduct of W. Dwight Gorall, Armen Avedissian,
9 Michael Soh, Sharyn Eles under the theory of respondeat superior, because Glaser personally
10 authorized or directed her subordinates to commit the conduct described herein.

11 92. Defendant W. Dwight Gorall is also personally liable (a) for aiding and abetting
12 MyLife and other defendants to commit the conduct giving rise to the Count V, (b) for conspiring
13 with MyLife and other defendants to commit the conduct giving rise to the Count V, and providing
14 substantial assistance in doing so, (c) for furnishing the means for the accomplishment of the
15 conduct giving rise to the Count V, and (d) for the conduct of Armen Avedissian, Michael Soh,
16 Sharyn Eles under the theory of respondeat superior, because Gorall personally authorized or
17 directed his subordinates to commit the conduct described herein.

18 93. Defendant Armen Avedissian is also personally liable (a) for aiding and abetting
19 MyLife and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with
20 MyLife and other defendants to commit the conduct giving rise to Count V, and providing
21 substantial assistance in doing so, and (c) for furnishing the means for the accomplishment of the
22 conduct giving rise to Count V.

23 94. Defendant Michael Soh is also personally liable (a) for aiding and abetting MyLife
24 and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with MyLife
25 and other defendants to commit the conduct giving rise to Count V, and providing substantial
26 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
27 giving rise to Count V.
28

1 95. Defendant Sharyn Eles is also personally liable (a) for aiding and abetting MyLife
 2 and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with MyLife
 3 and other defendants to commit the conduct giving rise to Count V, and providing substantial
 4 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
 5 giving rise to Count V.

6 96. Defendant Oak Investment Partners is also liable (a) for aiding and abetting MyLife
 7 and other defendants to commit the conduct giving rise to Count V, (b) for conspiring with MyLife
 8 and other defendants to commit the conduct giving rise to Count V, and providing substantial
 9 assistance in doing so, and (c) for furnishing the means for the accomplishment of the conduct
 10 giving rise to Count V.

11 97. Pursuant to Bus. & Prof. Code Section 17203, Plaintiffs seek an order of this Court
 12 permanently enjoining MyLife from continuing to engage in their unfair and unlawful conduct as
 13 alleged herein. Plaintiffs also seek an order requiring MyLife to:

- 14 (a) immediately cease its unlawful acts and practices;
- 15 (b) make full restitution of all monies wrongfully obtained; and
- 16 (c) disgorge all ill-gotten revenues and/or profits.

17 **COUNT VI**
 18 **Unjust Enrichment/Common Law Restitution**

19 98. Plaintiffs hereby incorporate by reference the allegations contained in all preceding
 20 paragraphs of this complaint.

21 99. This COUNT VI is brought against all defendants by Plaintiffs individually, and on
 22 behalf of the Class and Consumer Subclass.

23 100. Each defendant received benefits from, and at the expense of Plaintiffs and
 24 members of the Class and Consumer Subclass, who were improperly billed for services that
 25 MyLife promised but did not provide.

26 101. It would be unjust for defendants to retain those benefits at the expense of plaintiffs
 27 and Class members.

28 102. WHEREFORE, plaintiffs seek an order requiring defendants to:

- (a) Pay damages according to proof;
- (b) Immediately cease the improper billing of data usage;
- (c) Make full restitution of all monies wrongfully obtained; and
- (d) Disgorge all ill-gotten revenues and/or profits.

PRAYER FOR RELIEF

103. WHEREFORE, plaintiffs, on behalf of themselves and on behalf of the members of the proposed Class and California Subclass, prays: (a) for all forms of relief set forth above, (b) for an order certifying the proposed Class and California Subclass and appointing plaintiffs and their undersigned counsel of record to represent the proposed Class and California Subclass, (c) for punitive damages, (d) for costs of suit herein; (e) for both pre- and post-judgment interest on any amounts awarded, (d) for payment of reasonable attorney's fees, and (e) for such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

104. Plaintiffs demand a trial by jury.

Dated: February 3, 2011

Respectfully submitted,

BURSOR & FISHER, P.A.
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Attorneys for Plaintiffs

EXHIBIT A

BURSOR & FISHER, P.A.

ATTORNEYS AT LAW

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www.bursor.com

February 1, 2011

Via Certified Mail - Return Receipt Requested

MyLife.com, Inc.
Mr. Jeffrey Tinsley
Ms. Rachel Glaser
Mr. W. Dwight Gorall
Mr. Armen Avedissian
Mr. Michael Soh
Ms. Sharyn Eles
12400 Wilshire Blvd., Suite 1500
Los Angeles, CA 90025

Oak Investment Partners
525 University Avenue, Suite 1300
Palo Alto, CA 94301

Re: *Demand Letter Pursuant to California Civil Code § 1782*

To Whom It May Concern:

This letter serves as a preliminary notice and demand for corrective action by MyLife.com, Inc., ("MyLife") pursuant to the provisions of California Civil Code § 1782, on behalf of our client John Clerkin and all other persons similarly situated.

MyLife sends false solicitations to its potential victims stating that "someone" is searching for them and they can find out who by paying a small fee. If MyLife succeeds in convincing a consumer to provide credit card or other payment information for a "free trial period" or a low-price membership, MyLife then overbills the victim's credit card for a much larger amount. In exchange for the payment, MyLife provides access to a list of fake names of people supposedly "searching for you," together with access to a worthless website that is of no value to anyone. MyLife also hacks into the address books of its victims and targets their friends, family and other contacts with spam solicitations that "someone" is looking for them.

By disseminating false solicitations representing that "someone" is looking for the victim, that information about this "someone" can be obtained from MyLife, by misrepresenting the prices and charges for its services, and by imposing unauthorized

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charges on its victims' accounts, MyLife has violated numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(2), (3), (5), (9), (14) and (16).

We hereby demand that MyLife immediately (1) cease and desist from sending false solicitations that "someone" is looking for the recipient; (2) cease and desist from representing that information about this "someone" can be obtained from MyLife; (3) make full restitution of all monies wrongfully obtained by refunding all payments received from purchasers of MyLife.com "services"; and (4) cease and desist from hacking into the address books of your customers.

It is further demanded that MyLife preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to, the following:

1. All documents reflecting the identities of all persons who purchased services from www.mylife.com, from the date that site commenced operation through the present, and the amounts charged to and/or paid by each such person;
2. All documents concerning your solicitations to potential customers;
3. All documents concerning presentations to or communications with investors concerning MyLife's business plans, results or prospects.
4. All computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms, processes, or structure of the MyLife.com website and any application programming interfaces (APIs) associated with MyLife.com;
5. All communications with customers concerning complaints related to MyLife's solicitations, MyLife's failure to provide promised services, data or information, misrepresentations related to MyLife's service or prices, or unauthorized charges;
6. All communications with banks or credit card companies concerning disputed charges for MyLife.com services.

Please comply with this demand within 30 days from receipt of this letter.

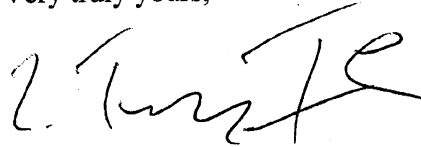
We are willing to negotiate with MyLife to attempt to resolve the demands asserted in this letter. If MyLife wishes to enter into such discussions, please contact me immediately. If I do not hear from you promptly, I will conclude that MyLife is not interested in resolving this dispute short of litigation.

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If MyLife contends that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents immediately upon receipt of this letter, but in no event later than 30 days from the date of receipt.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. Timothy Fisher", with a stylized flourish at the end.

L. Timothy Fisher
ltfisher@bursor.com